

BEFORE THE PUBLIC UTILITIES COMMISSION
OF THE STATE OF CALIFORNIA



FILED
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Shinil Frame USA, Inc., dba My Moulding,

Complainant,

vs.

Cbeyond Communications, LLC, dba Birch
Communications (U6446C),

Defendant.

C1607014 ☒ (ECP)

Case (C.)

Expedited Complaint Procedure
(Rule 4.5)

PART 3 OF 3 PARTS
(Attachment 2)

COMPLAINANT	DEFENDANT
Shinil Frame USA, Inc., dba My Moulding Attn: Ilhn Sup Shin, CEO 12145 E Mora Drive, Suite 12 Santa Fe Springs CA 90670 T1-562-298-4780 T2-714-396-8232 Email1: ebyun01@gmail.com Email2: master@mymoulding.com	Cbeyond Communications, LLC, dba Birch Communications Attn: Angela Howard, Paralegal, Legal and Regulatory 2323 Grand Blvd., Suite 925 Kansas City MO 64108 T1-816-300-1428 T2-866-502-4724 Email: angela.howard@birch.com

Declaration of Linda Do

1. I am an employee of My Moulding at 12145 E. Mora Dr. Suite 12, Santa Fe Springs, CA 90670 ("Shinil Frame) since May 19, 2015 and have worked here since then.
2. We were using Cbeyond as our communication provider at this time. Within my employment, system was down many times. When we tried to contact Cbeyond they did not answer the calls or tried to help us resolve the issues.
3. On August 14, 2015 I was asked by Mr. Shin to call Cbeyond ("Birch") to find out contract ending date without termination fee. I spoke with Tiana and she told me to email termination notice to contractnotice@birch.com on September 1, 2015. If we send the termination on August 28, 2015 it would be considered an early termination so we must wait till September 1, 2015 so I did email on September 1, 2015. (see proof of email sent by Linda to Cbeyond)
4. I did not hear anything from them. On September 3, 2015 I called again and asked Darla whether she had received our termination email. I was told that we were NOT due for termination. She asked me to fax an addendum to Customer Care which I did. I called after faxing and spoke with Jesse and confirmed that they had received the fax. (see proof of fax) Each time I had called I asked if there will be any termination fee and they had answered in the negative. I had asked for the confirmation letter that they have received our notice but they refused to do so.
5. On September 24, 2015 I called and spoke with Jasmine regarding to termination to make sure we don't incur any fees. I was told that they have received all the papers and everything is ok. Then she transferred me to Kathy and she told us they received the termination letter and it is okay for us to disconnect. In reliance to the conversations we had with the representatives, we disconnected the service and switched to Verizon.
6. On October 14, 2015 we received a termination fee bill in the amount of \$2738.73 So I called and spoke with Kimberly who said they will dispute the charge and we won't owe them anything.

7. On November 6, 2015 I called again to confirm whether the dispute has been resolved and Stella said the dispute will be resolved by November 15, 2015 because of the billing cycle and we don't owe anything.

8. Then I received another bill dated November 19, 2015 in the amount of \$7,153.08. Then I called again and on November 23, 2015 Lisa told me to send a letter to Consumer Affairs if I do not agree with the charges which I did.

statements above are true as to best of my knowledge.

Date 6/28/16

Signature  H. Do

Place SANTA FE SPRINGS, CA

Linda Do

From: My Moulding Corp. [master@mymoulding.com]
Sent: Wednesday, September 02, 2015 8:38 AM
To: 'contractnotice@birch.com'
Subject: FW: Termination Notice
Attachments: Cbeyond.pdf

Follow Up Flag: Follow up
Flag Status: Flagged

Please confirm.

From: My Moulding Corp. [mailto:master@mymoulding.com]
Sent: Tuesday, September 01, 2015 4:21 PM
To: 'contract'
Subject: Termination Notice

Dear Cbeyond,

Attached please find the termination notice.

Thank you,

My MOULDING
12145 Mora Dr. Unit 12
Santa Fe Springs, CA 90670
T 877-374-8800
F 877-374-8801
www.mymoulding.com

proof of email
termination Notice by
Linda Do.

Proof of fax.

FAX

TO: CUSTOMER CARE FROM: LINDA
FAX #: 877) 550-3168 FAX #: 562) 298-4657
DATE: 9/3/15 # OF PAGES: 4

Message:

HERE IS THE CONTRACT TO PROVE THAT
I MAY TERMINATE WITHOUT THE EARLY
TERMINATION FEES.

PAGE #2 TERMINATION LETTER

PAGE #3 ADDENDUM

PAGE #4 25th MONTH SERVICE REVIEW

8/14/15 Contract ends 9/15

SPOKE W/ TIANNA 9/29
SPOKE W/ CRISSY

SEND TERMINATION NOTICE TO
Contract.notice@birch.com

month before 9/24 spoke

9/1/15 spoke w/ Jasmin

9/13/15 spoke w/ Dan to final

addendum 9/29 Jesse
rec'd fax

THANK YOU !

Addendum

CBEYOND®

August 28, 2013

Shinil Frame USA Inc
 12145 E MORA DR SUITE 12
 Santa Fe Springs, CA 90670
 Attn: Sarah Hwang
 Account #: 66232
Re: Addendum for Discounted Monthly Package Pricing

Cbeyond Communications, LLC ("Cbeyond") provides this addendum ("Addendum") Shinil Frame USA Inc (Customer or "you") in accordance with the amendment procedures described in Section 1 and Section 20.1 of your Service Order Contract Terms and Conditions ("Contract" or "Terms and Conditions"). If Customer is executing contracts for multiple locations, a separate copy of this Addendum must be executed for each Contract. In the event of a conflict between this Addendum and the Contract, the contents of this Addendum shall control. More specifically, the Contract is hereby amended as set forth below:

The Beyond Voice Office Package Version 3 Value price is \$425 per month. (Price does not include taxes and fees, package overages and additional features.) Customer shall receive the BeyondVoice package with the following discounts:

- Monthly Field Price Discount (\$399 Monthly Rate) (\$26.00 per Month)
- Monthly Recurring Customer Loyalty Discount (\$200.00 per month)*

NET MONTHLY CHARGE: (Includes all products, product discounts, monthly recurring credits, excludes taxes, fees and usage): **\$199.00**

(* NOTE: If at any time Customer removes this product, the monthly recurring product discount will be removed.)

Please note that any BeyondMobile™ services that you subscribe to are provided under a separate agreement, and this Addendum has no applicability to that agreement. This discount offer is available only to the qualified location listed on this Addendum. All Cbeyond accounts must be paid current to be eligible for credits. Except as specifically modified by this Addendum, all Terms and Conditions of the Contract are unchanged and remain in full force and effect.

Cbeyond Communications, LLC

Shinil Frame USA Inc

DocuSigned by:

Richard Brueland on behalf of Tom Gentle
 (Signature) 3C0463...

(Signature)

Richard Brueland On Behalf of Tom Gentle

Sarah Hwang

(Name-Printed)

(Name-Printed)

Director, Inside Sales and Renewals

(Title)

(Title)

8/28/2013

(Date)

(Date)